Oregon

DEPARTMENT OF
TRANSPORTATION

December 3, 1996

City of Elgin
Attn.: Joe Garlitz, City Recorder
PO Box 128
Elgin, OR 97827

FILE CODE:

AGR

Attached for your records is a fully executed copy of a special city allotment agreement for improving Cedar Street.

We have retained a fully executed copy of this agreement for the Department of Transportation's files.

Fran Neavoll

Fran Neavoll, Agreement Specialist
Contracts Unit
Project Support

Attachment

Transportation Building
Salem, OR 97310

October 8, 1996

Misc. Contracts & Agreements
No. 14,780

SPECIAL CITY ALLOTMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and the CITY OF ELGIN, a municipal corporation of the State of Oregon, acting by and through its City Officials, hereinafter referred to as "City".

W I T N E S S E T H

RECITALS

1. By the authority granted in ORS 366.800 and 366.805, there has been withdrawn from State Highway Funds appropriated for allocation to cities of the State of Oregon the sum of $500,000 and an additional $500,000 available to the Department of Transportation from the State Highway Fund. These sums have been set up in a separate account to be administered by the Department of Transportation. The $1,000,000 shall be allotted each year by the Transportation Commission for use upon city streets that are not a part of the state highway system, that are within cities with populations of 5,000 or fewer persons, and that are inadequate for the capacity they serve or are in a condition detrimental to safety. No one project can receive more than $25,000.

2. By the authority granted in ORS 366.805(2), City has requested moneys from this account for the improvement of Cedar Street from 5th Street to 8th Street, hereinafter referred to as "project". Said project improvements shall consist of overlaying with 2 inches of Asphalt Concrete. Attached hereto, marked "Exhibit A" and by this reference made a part hereof, is a sketch map showing the location and approximate limits of the project.

3. State has considered City's request for the project and has determined that this project is eligible for funding under the Special City Allotment Program.

NOW THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

STATE OBLIGATIONS

1. State shall administer the funds in the Special City Allotment Account in the following manner:

(a) State shall, upon execution of project agreement and concurrence on the plans and specifications, advance City one-half (50%) of the estimated cost of the project, not to exceed $12,500.

(b) State shall, upon satisfactory final inspection by State and certification of acceptance of work by the City, accompanied by documentation of all project costs, make final payment to City. Total payments to City, including advance payment, shall not exceed a total of $25,000.

CITY OBLIGATIONS

1. City shall provide all right-of-way at its sole expense. The acquisition of real property must comply with current Oregon law, namely ORS 281.045 through ORS 281.105.

2. City shall relocate or reconstruct, or cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes and all other facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the project in order to conform the utilities and other facilities with the plans and the ultimate requirements of the project.

3. City shall prepare, or cause to be prepared, the plans and specifications for said project and advertise the project, contract the work, do the construction engineering, and make the necessary contract payments, unless otherwise agreed upon.

4. City shall submit two sets of the plans and specifications to State for review and concurrence, prior to advertising the project for bids.

5. City shall, during the course of the work, accumulate and retain documentation for all project costs.

6. Upon completion of the project, City shall certify to State that the project is complete and in substantial conformance with the plans and controlling specifications. City shall submit a billing for the remaining cost of the project which, when added to the amount previously advanced by State, shall not exceed the actual total cost of the project or $25,000, whichever is the lesser.

7. Upon completion of the project, City shall provide maintenance at its sole expense.

8. City understands those streets or portions of streets, upon which SCA funds have been expended, are not eligible for additional SCA funds for a period of 10 years following the approval for such funds.

9. City understands that if the project is canceled by City after City has received the advance of one-half (50%) of the estimated cost of the project, they are responsible to immediately repay to State the full amount of the advance.

10. City shall adopt an ordinance or resolution authorizing the Mayor and Recorder to enter into this agreement.

GENERAL PROVISIONS

1. The contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers.

2. The parties hereto mutually agree and understand that the cost of said project shall be paid for by Special City Allotment funds and by City as follows: Special City Allotment funds will pay for eligible project costs up to an amount not to exceed $25,000, and City shall pay any costs in excess of $25,000.

3. Documented cost of preliminary engineering and construction engineering services performed by the City or the City's consultant are eligible project costs.

4. The parties agree that this agreement shall become null and void if the contract for construction of this project is not completed within 2 calendar years after the date State executes this agreement, unless a written extension is granted by State.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The 1997 funding for the Special City Allotment Program was approved by the Transportation Commission on September 13, 1995, as a part of the 1996-1998 Statewide Transportation Improvement Program, page 187.

The project was approved on October 1, 1996 by the Financial Services Branch Manager.

On March 7, 1996, the Oregon Transportation Commission adopted Delegation Order No. 2. The Order grants authority to the Region Manager to approve and execute agreements for work in the current Statewide Transportation Improvement Program or approved workplan budget.

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region Manager

Date: 11/7/96

CITY OF ELGIN,
by and through its
Elected Officials

By _____
Mayor

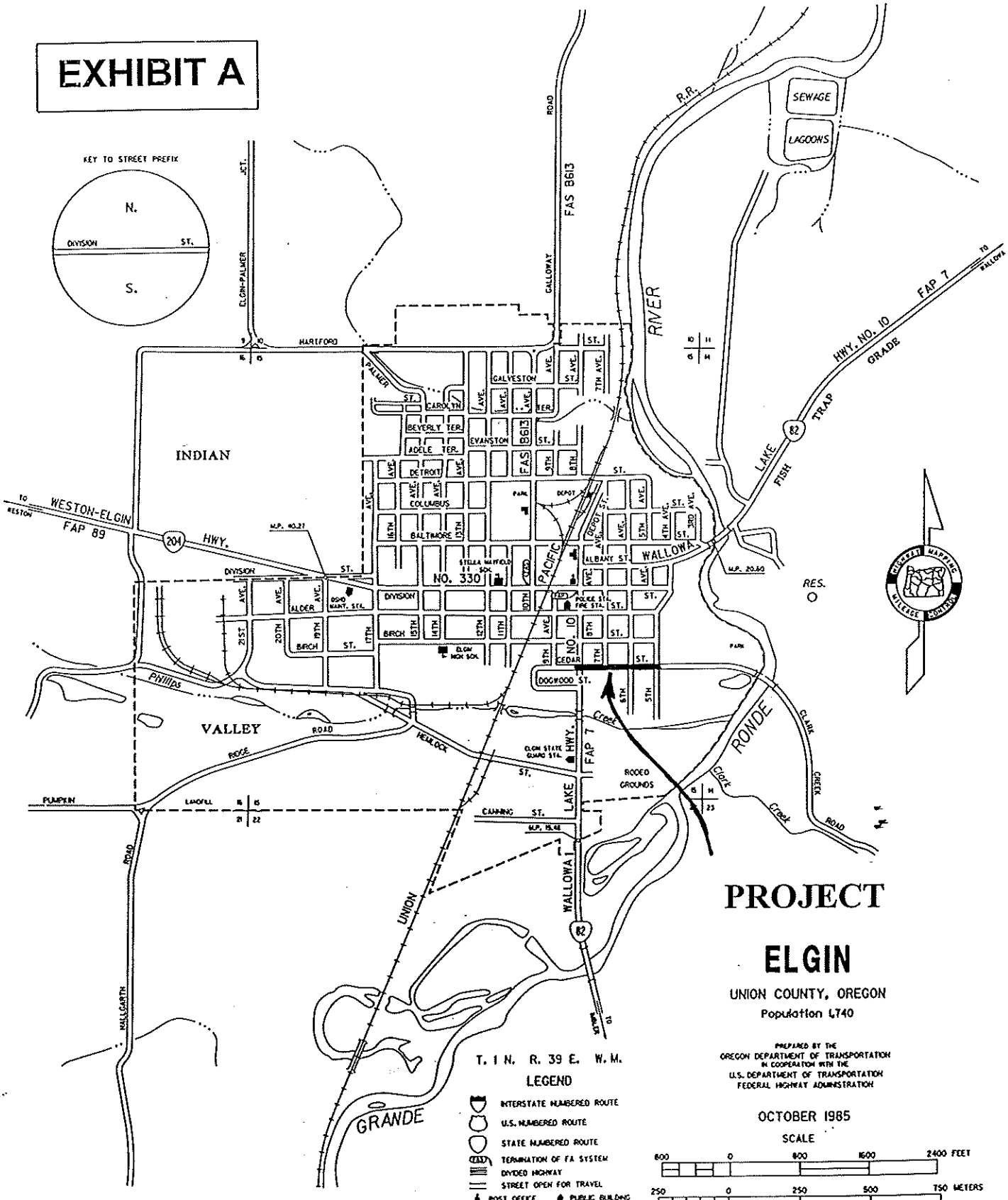
By _____
City Recorder

Date 11/12/96

FORM APPROVED BY LEGAL COUNSEL
August 30, 1995
Dale K. Hormann, Assistant Attorney General

SCA.DOC
Rev. 10-7-96

EXHIBIT A



PROJECT

ELGIN

UNION COUNTY, OREGON

Population 1,740

PREPARED BY THE
OREGON DEPARTMENT OF TRANSPORTATION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

OCTOBER 1985

SCALE

COPIES OF THIS MAP ARE AVAILABLE AT NOMINAL COST FROM OREGON DEPT. OF TRANSPORTATION, SALEM, OREGON 97310.

S.G.